

## AMENDED DECLARATION AND NOTICE OF POOLED UNIT

**RANDY MCDOWELL B UNIT**

This Amended Declaration and Notice of Pooled Unit dated September 10, 2010, is executed to be effective as of October 21, 2009, by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described. This Amended Declaration shall amend and replace that certain Declaration and Notice of Pooled Unit – Randy McDowell B Unit recorded March 12, 2010 in the Recorder's Office of Marshall County, West Virginia, Book 696 and Page 213. Specifically, this Amended Declaration is intended to revise the unit boundaries or to correct scrivener's errors and to substitute one or both exhibits thereto.

**RECITALS**

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Chesapeake Appalachia, L.L.C. is the Operator of the gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. **Declaration of Unit:** In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".

2. **Unit Name.** The pooled unit created hereby shall be known as the "**Randy McDowell B Unit**" ("the Unit").

Jan Pest  
MARSHALL County 11:59:58 AM  
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Book-Page 708-645  
Recording Fee \$5.00  
Additional \$6.00

3. Description of Unit: The Unit shall consist of **548.808737 acres**, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Amended Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the Unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.
4. Effect of Pooled Unit: The effect of this Amended Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.
5. Right to Amend: The undersigned hereby expressly reserve the right, from time to time, to amend this Amended Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described therein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.
6. Dissolution of Unit: The Unit formed hereby may be dissolved by Chesapeake Appalachia, L.L.C., acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in Marshall County, West Virginia, after any failure to establish unit production or after cessation of operations upon the Unit.
7. Binding upon Assigns and Successors: This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.
8. Counterparts: This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.
9. Effective Date: This Unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

**Chesapeake Appalachia, L.L.C.**  
an Oklahoma limited liability company

By: [Signature]  
Henry J. Hood, Senior Vice President –  
Land and Legal & General Counsel

**Statoil USA Onshore Properties Inc.**

By: [Signature]  
M.K. Williams, Land Manager – Onshore Gas

**CORPORATE ACKNOWLEDGMENT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS:

On this, the 13<sup>th</sup> day of September, 2010, before me Sally Glenn, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President – Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, and that he as such Senior Vice President – Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Senior Vice President – Land and Legal & General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



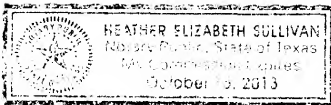
My Commission Expires: 4/16/14  
Signature/Notary Public: [Signature]  
Name/Notary Public (print): SALLY GLENN

**CORPORATE ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Harris ) SS:

On this, the 16<sup>th</sup> day of September, 2010, before me Heather Elizabeth Sullivan, the undersigned officer, personally appeared M. K. Williams, who acknowledged himself to be the Land Manager – Onshore Gas of Statoil USA Onshore Properties Inc., a corporation, and that he as such Land Manager – Onshore Gas, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager – Onshore Gas.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 10-10-2013  
Signature/Notary Public: [Signature]  
Name/Notary Public (print): Heather Elizabeth Sullivan

This document prepared by:  
Chesapeake Appalachia, L.L.C.  
6100 N. Western Avenue  
P.O. Box 18496  
Oklahoma City, OK 73118

**EXHIBIT "A"**

Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated September 10, 2010, but effective October 21, 2009, by and between  
**Chessapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.**

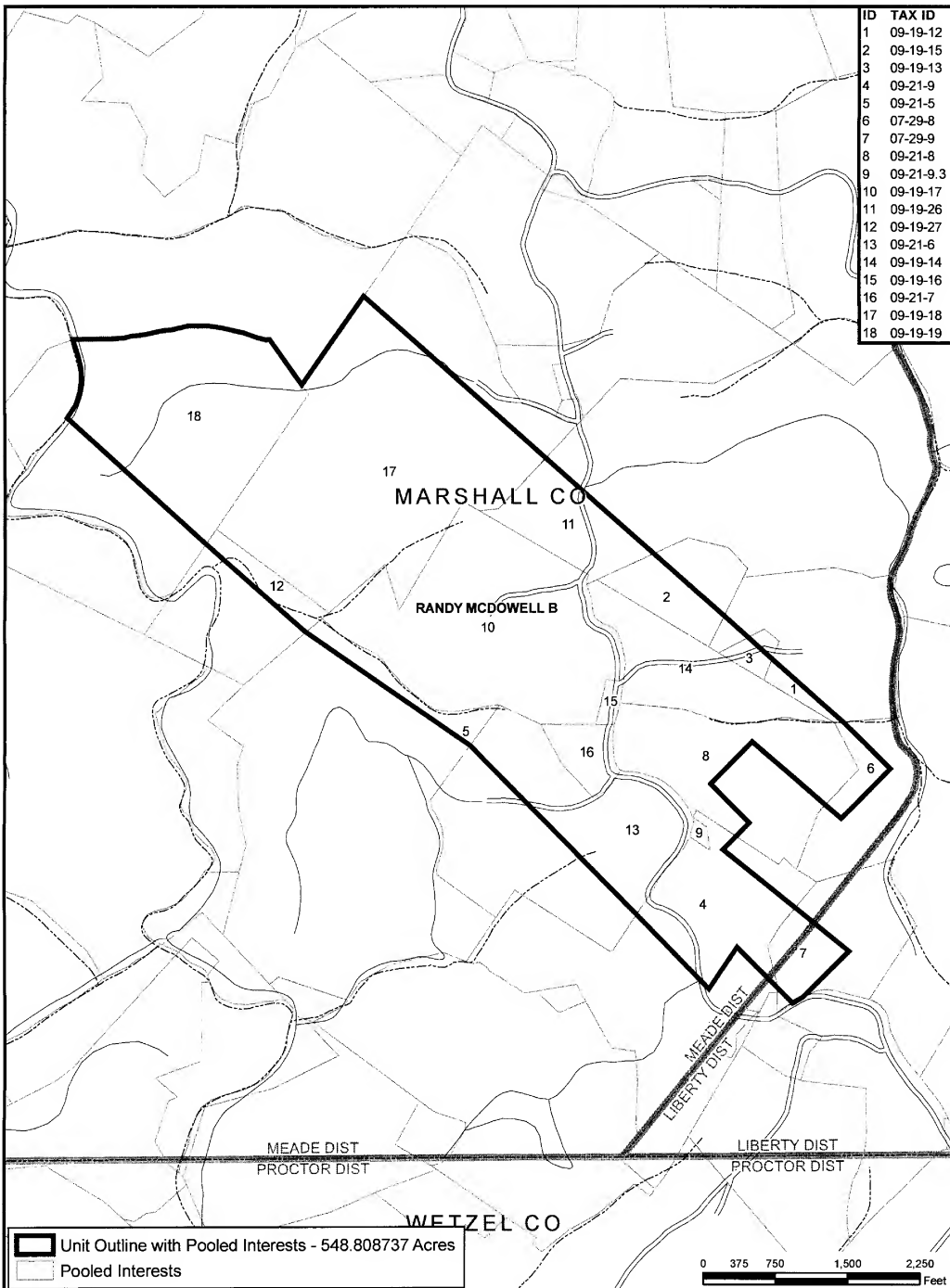
Randy McDowell B Unit  
 Meade and Liberty Districts  
 Marshall County, West Virginia

CHESAPEAKE APPALACHIA, L.L.C. / STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED									
CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1238995-001	WALTER MCDOWELL	CHESAPEAKE APPALACHIA, L.L.C.	4/9/2007	Book 659, Page 385	Meade	Marshall	TMP 9-19-26	180.00	4,527,930
1238995-002	DORIS E. PYLES	CHESAPEAKE APPALACHIA, L.L.C.	4/12/2007	Book 659, Page 529	Meade	Marshall	TMP 9-19-26	180.00	4,527,930
1238995-003	MARGARET J. MCDOWELL	CHESAPEAKE APPALACHIA, L.L.C.	4/10/2007	Book 659, Page 533	Meade	Marshall	TMP 9-19-26	180.00	4,527,930
1238995-004	DENNIS M. MCDOWELL	CHESAPEAKE APPALACHIA, L.L.C.	5/2/2007	Book 660, Page 276	Meade	Marshall	TMP 9-19-26	180.00	1,509,910
1238995-005	RAY MCDOWELL	CHESAPEAKE APPALACHIA, L.L.C.	4/13/2007	Book 660, Page 414	Meade	Marshall	TMP 9-19-26	180.00	4,527,930
1238995-006	CHARLOTTE S. SZARFAN	CHESAPEAKE APPALACHIA, L.L.C.	5/8/2007	Book 660, Page 280	Meade	Marshall	TMP 9-19-26	180.00	1,509,910
1238995-007	RICHARD W. MCDOWELL	CHESAPEAKE APPALACHIA, L.L.C.	5/16/2007	Book 660, Page 599	Meade	Marshall	TMP 9-19-26	180.00	1,509,910
1-240898-000	GEORGE N. YOHO	MANUFACTURERS LIGHT AND HEAT CO	1/3/1962	Book 353, Page 103	Liberty	Marshall	TMP 7-29-8 & 9	280.00	10,746,985
1-240899-000	GEORGE YOHO, ET UX	VALLEY RUN OIL TRUST	1/19/1929	Book 309, Page 288	Meade	Marshall	TMP 9-21-7 & 8	107.00	53,064,566
1-285111-001	REXINE WEST	CHESAPEAKE APPALACHIA, L.L.C.	7/29/2009	Book 687, Page 200	Meade	Marshall	TMP 9-21-6	10.00	0,031,250
1-243371-000	AUSTIE ROBINSON, ET AL	MANUFACTURERS LIGHT AND HEAT CO	1/28/1960	Book 342, Page 47	Meade	Marshall	TMP 9-21-9 & 9.3	100.00	49,488,675
1-243376-000	RHODA MCDOWELL, ET AL	MANUFACTURERS LIGHT AND HEAT CO	1/22/1962	Book 354, Page 40	Meade	Marshall	TMP 9-19-15	128.00	38,623,979
1-254870-000	MYRL E. GILBERT, ET UX	MANUFACTURERS LIGHT AND HEAT CO	3/10/1958	Book 336, Page 380	Meade	Marshall	TMP 9-19-15	21.00	12,065,399
1-254878-000	MYRL E. GILBERT, ET UX	MANUFACTURERS LIGHT AND HEAT CO	3/10/1958	Book 147, Page 287	Meade	Marshall	TMP 9-19-14, 16 & 17	121.34	7,987,578
1-284899-000	HARRY ALLEN, ET UX	HOPE NATURAL GAS COMPANY	4/17/1918	Book 342, Page 311	Meade	Marshall	TMP 9-19-18 & 27	200.00	121,340,000
1-289867-000	STELLA ROBINSON, ET AL	MANUFACTURERS LIGHT AND HEAT CO	1/29/1960	Book 626, Page 626	Meade	Marshall	TMP 9-19-18 & 27	198.00	134,595,298
1-289869-000	DAVID A. MASON	MOUNTAIN LINK ASSOCIATES, INC.	4/17/2007	Book 690, Page 620	Meade	Marshall	TMP 9-21-5	97.56913	83,169,264
1-271702-000	ROBERT G. WADE, ET UX	CHESAPEAKE APPALACHIA, L.L.C.	3/4/2009		Meade	Marshall	TMP 9-19-19	128.45	548,808,737
<b>TOTAL UNIT ACRES:</b>									<b>548,808,737</b>

# EXHIBIT "B"

BOOK 0708 PAGE 0649

Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated September 10, 2010, but effective October 21, 2009, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.



## Unit Plat

**Randy McDowell B Common Pad  
Marshall Co., WV**

1 inch = 1,250 feet



Date: 8/19/2010

Projection: NAD 1983 UTM Zone 17N

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 10th day of September, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 20th day of September, 2010 at 11:59 o'clock A.M.

TESTE: Jan Pest Clerk.